

EXHIBIT S

1 **DAVID M. ZANIEL, ESQ.**

2 Nevada Bar No. 7962

3 **RANALLI, ZANIEL, FOWLER & MORAN, LLC**

4 50 West Liberty Street, Suite 1050

5 Reno, Nevada 89501

6 Telephone: (775) 786-4441

7 Attorneys for Defendants

8 *Ronel R. Singh, Rheas Trans, Kuwar Singh*

9 **IN THE UNITED STATES DISTRICT COURT**

10 **FOR THE DISTRICT OF NEVADA**

11 ALLEN M. MILLER,)

12 Plaintiff,)

13 vs.)

14 C.H. ROBINSON WORLDWIDE, INC.)

15 RONEL R. SINGH, RHEAS TRANS, INC.,)

16 And KUWAR SINGH D/B/A RT SERVICE,)

17 Defendants.)

Case No. 3:17-cv-00408

18 **RELEASE OF LIABILITY INSURANCE CARRIER AND COVENANT NOT TO**
19 **EXECUTE AND ENFORCE JUDGMENT EXCEPT TO EXTENT OF INSURANCE**

20 COMES NOW, ALLEN MILLER, and for and in consideration of the sum of Seven
21 Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in hand paid to "Advocacy
22 Trust LLC as trustee of the Allen Miller Special Needs Trust u/a/d 12/28/17", the receipt of
23 which is hereby acknowledged, the undersigned does hereby release, remise and forever
24 discharge National Continental Insurance Company from any liability which it ever had, now
25 has, or may have hereafter by reason or growing out of an automobile accident which occurred
26 on or about December 8, 2016 on Interstate Highway 80 in Elko County, Nevada.
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1 In consideration of the foregoing payment, the undersigned does further expressly
2 covenant and agree with National Continental Insurance Company that should the pending civil
3 action arising out of the above-referenced automobile accident be tried to a conclusion and
4 Judgment entered against Ronel R. Singh, Rheas Trans, Inc., Kuwar Singh, Kuwar Singh
5 D/B/A RT Service and RT Service, such Judgment shall be credited with the \$750,000.00
6 herein agreed to be paid.
7

8 The undersigned does further covenant and agree that should a civil action be tried to
9 a conclusion and Judgment entered against Ronel R. Singh, Rheas Trans, Inc., Kuwar Singh,
10 Kuwar Singh D/B/A RT Service and RT Service in excess of \$750,000.00 which has been
11 paid by National Continental Insurance Company, the undersigned will under no
12 circumstances seek satisfaction of or attempt to collect such Judgment, except to the extent
13 that there may be other policies of insurance coverage, whether excess liability coverage,
14 underinsured motorist coverage, or otherwise applicable to the undersigned's claims, by levy
15 or execution upon the property of Ronel R. Singh, Rheas Trans, Inc., Kuwar Singh, Kuwar
16 Singh D/B/A RT Service and RT Service, nor shall the undersigned, his successors, or assigns
17 initiate any proceedings for the enforcement of such Judgment in any other manner against
18 Ronel R. Singh, Rheas Trans, Inc., Kuwar Singh, Kuwar Singh D/B/A RT Service and RT
19 Service. except to the extent of other insurance coverages.
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22 Nothing in the Agreement shall be deemed to constitute any waiver nor shall the
23 undersigned be estopped with reference to any and all other rights or claims which he may have
24 against any other party, under any other policy of liability insurance or under any underinsured
25 motorist provision of any policy under which he is entitled to coverage, all such rights being
26 expressly reserved. Nothing in this agreement shall be deemed to waive nor shall the
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undersigned be estopped to enforce any Judgment rendered in the action against any underinsured motorist carrier affording coverage to the undersigned.

The undersigned does further covenant and agree that at such time as his rights against any underinsured motorist carrier shall have been adjudicated by final Judgment, and he has recovered such amounts to which he may be entitled by reason of any such underinsured motorist coverage, any Judgment entered against Ronel R. Singh, Rheas Trans, Inc., Kuwar Singh, Kuwar Singh D/B/A RT Service and RT Service shall be canceled of record in any and all courts and counties in which the Judgment has been entered.

The undersigned hereby declares and represents that the injuries he sustained in the accident may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this agreement, it is understood and agreed that the undersigned relies wholly upon his own judgment, belief and knowledge of the nature, extent and duration of said injuries, and that the undersigned has not been influenced to any extent whatsoever in making this agreement by any representations or statements regarding said injuries, or regarding any other matters, made by any persons, firms or corporations .

The undersigned further covenants and agrees that to the extent there are any liens, subrogation claims, statutory claims , or assignments related to the settlement proceeds paid hereunder, including, but not limited to Medicare, Medicaid, medical liens , liens for attorney fees or otherwise, same shall be paid and satisfied to the extent required by applicable law and that the undersigned further agrees to indemnify and hold harmless National Continental Insurance Company, Ronel R. Singh, Rheas Trans, Inc., Kuwar Singh, Kuwar Singh D/B/A RT Service and RT Service from any and all losses or expenses they may sustain, including attorney's fees, arising from such liens or claims.

1 This Release of Liability Insurance Carrier and Covenant Not to Execute and Enforce
2 Judgment Except to Extent of Insurance, and the payment made with respect thereto, is not to
3 be construed as an admission of liability on the part of Ronel R. Singh, Rheas Trans, Inc.,
4 Kuwar Singh, Kuwar Singh D/B/A RT Service and RT Service. This agreement contains the
5 entire agreement between the parties hereto, and the terms of the agreement are contractual and
6 not a mere recital.
7

8 By his signature below, the undersigned does affirm that he has carefully read the
9 foregoing agreement, understood the contents thereof, and signs the same as her own free act .
10

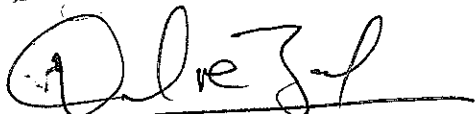
11 Signed and sealed this day of 5th February, ~~September~~, 2017..

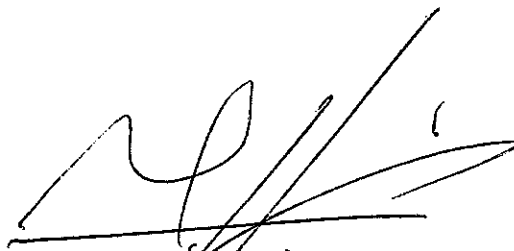
12
13 
14 ALLEN MILLER
15

16 SUBSCRIBED and SWORN to before me this ____ day of _____, 2017
17
18 _____

19 NOTARY PUBLIC in and for said
20 County and State
21

22 Witnesses

23 
24
25 Dana Zaniel
26 2/8/18
27
28


Michael Leizemeyer
8 Feb 18

ADVOCACY TRUST LLC
605 CHESTNUT STREET
SUITE 340
CHATTANOOGA, TN 37450

ADVICE FOR PAYMENT 2775706366

Payee: ADVOCACY TRUST LLC TRUSTEE OF ALLEN MILLER SPECIAL NEEDS TRUST	Payment Date	02/06/2018
	Total Payment Amount	\$750,000.00
	Total Number of Invoices	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

Details

Claim Number: 175312567	Name: MILLER, ALLEN M	Date of Loss: 12/08/2016	Invoice Number: 43809622	Company: National Continental Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Injury	Full and Final Settlement of all Bodily Injury Claims	BI	N/A	MILLER, ALLEN M	N/A	\$0.00	\$750,000.00

Total Payment Amount

\$750,000.00

***Full Description of Coverage:**

BI - CAIP - BODILY INJURY